

CHINA



MAIL.

Established February, 1845,

With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

VOL. XXXV. No. 5029. 號十二月八九年九百一十

HONGKONG, WEDNESDAY, AUGUST 20, 1879.

日三初月七年卯己

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALGAR, 8, *Clement's Lane*, Lombard Street, George Street & Co., 30, Cornhill, GORDON & GOTHE, Ludgate Circus, E. C. BATES, HENDY & Co., 4, Old Jewry, E. C. SAMUEL DRAGON & Co., 160 & 164, Leadenhall Street.

PARIS AND EUROPE.—LEON DE ROSY, 19, Rue Monsieur, Paris.

NEW YORK.—ANDREW WIND, 183, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTHE, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally.—BEAN & BLACK, San Francisco.

SINGAPORE AND STRAITS.—SAYLE & Co., Square, Singapore. C. HEINZNER & Co., Manila.

CHINA.—Macao, Messrs A. A. DE MELLO & Co., Swatow, CAMPBELL & Co., Amoy, WILSON, NICHOLLS & Co., Foochow, BRIDGE & Co., Shanghai, LANE, CRAWFORD & Co., and KELLY & WALEY, Yokohama, LANE, CRAWFORD & Co.

Banks.

CHARTERED MERCANTILE BANK OF INDIA, LONDON & CHINA.

(Incorporated by Royal Charter.)

THE following Rates of Interest are allowed on FIXED DEPOSITS:—

For 12 months, 5 per cent. per annum.

" 6 " 4 per cent. "

" 3 " 2 per cent. "

H. H. NELSON,

Manager.

Hongkong, May 31, 1879.

CHARTERED BANK OF INDIA, AUSTRIA, AND CHINA.

CAPITAL, £800,000. RESERVE FUND, £150,000.

Bankers.

THE BANK OF ENGLAND.

THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH in HONGKONG grants Drafts on London and the Chief Commercial places in Europe and the East; buys and receives for collection Bills of Exchange, and conducts all kinds of Banking and Exchange Business.

RATES OF INTEREST ALLOWED ON DEPOSITS.

ON CURRENT ACCOUNTS, 2 per cent. per annum on the daily balance.

ON FIXED DEPOSITS.

For 3 months, 3 per cent. per annum.

" 12 " 4 per cent. "

" 12 " 5 per cent. "

Notices of Firms.

NOTICE.

DURING my temporary absence from the Colony Mr. ERNEST VAUGHAN WETTON will CONDUCT my BUSINESS, for which purpose he holds authority to sign my name.

R. G. ALFORD,
Surveyor, &c.
16, Queen's Road Central,
1st August, 1879.

PACIFIC MAIL STEAMSHIP Co.

THE Authority to sign Bills of Lading by this Company's STEAMERS, granted to Mr. J. J. HOWARD, is hereby revoked, and Mr. C. L. GORHAM is authorized to sign until further notice.

RUSSELL & Co.,
Agents.
Hongkong, July 10, 1879.

NOTICE.

THE Undersigned has established himself at the Premises formerly occupied by LAMMERT, ATKINSON & Co., Peddar's Wharf, as

AUCTIONEER, APPRAISER
AND
COMMISSION AGENT.

ALL GOODS intrusted for SALE will be fully covered by FIRE INSURANCE.

G. R. LAMMERT.
Hongkong, July 1, 1879.

NOTICE.

THE GOODWILL,
LEASE, FURNITURE AND FIXTURES
OF
THE CENTRAL HOTEL,
SHANGHAI—CHINA.

THIS HOTEL, which is furnished throughout in a very superior manner, has been in operation for upwards of 3 years, and affords an excellent opportunity for an energetic man, or a married couple, to secure a competency in a few years.

Terms, and full particulars, can be obtained upon application to

HALL & HOLTZ,
Shanghai.
July 21, 1879.

F. KLAMPERMEYER,
136, Queen's Road,

BEGS to inform the public that he has commenced business as a CAFE and RESTAURANT keeper, and will endeavour to the best of his ability to give satisfaction to those who kindly give him their patronage.

GERMAN SAUSAGES of all kinds can be made to order at the shortest notice, and of the best quality.

ICE CREAM at all times in readiness, and can be supplied to parties, &c.

F. KLAMPERMEYER,
Proprietor.
Hongkong, August 4, 1879.

ADVERTISING NOTICE.

DR. ROGERS will visit SHANGHAI

during the summer months, leaving

Hongkong on the 1st of April next, and

returning about 1st November.

Hongkong, February 10, 1879.

THE



MAIL.

Established February, 1845,

With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

For Sale.

NEW GOODS EX RECENT ARRIVALS.

THE New Shapes in HATS.

ACME FILES, and AMBERG'S INDEXICON FILES, the latest improvements for Office use.

EXTRA FINEST SIGNY BUTTER, New Season's Packing, L. C. & Co.'s OWN BRAND.

LAWN TENNIS.

REP NOTE PAPER and ENVELOPES.

ARTIST'S COLOURS and COLOUR BOXES.

LETTER SCALES.

WALKING STICKS, well selected.

NURSERY KETTLES and STANDS, New—Portable.

MACHE'S EXCHANGE TABLES.

SPARKLING SAUMUR, a really Good Dry Champagne at a Moderate Price, Quarts

\$10 and \$11, Pints \$11.50 and \$12.50 per case.

RUINART PERE & FILS CHAMPAGNE, \$10 per case.

SPARKLING BURGUNDY, RECOMMENDED BY THE MEDICAL PROFESSION FOR INVALIDS.

FINEST FRENCH PLUMS.

DRY MANZANILLA SHERRIES.

RED HEART RUM.

SPECIALLY Selected SCOTCH WHISKY.

ANGOSTURA BITTERS.

THE MULTIPLEX COPIER, a new and most valuable Invention.

CUMSHAW MIXTURE TEA (a five catty Box delivered at any address in the United Kingdom for \$8).

MORLEY'S HOSIERY.

PARISIAN SHIRTS.

CALDEOTT'S CHILDREN'S PICTURE BOOKS.

NEW NOVELS.

WORKS OF REFERENCE.

GOLDEN CLOUD TOBACCO.

LANE, CRAWFORD & CO.

Hongkong, August 6, 1879.

Intimations.



NOTICE.

EX American Bark "ANTIOCH" (JUST ARRIVED), 1, 2, 3 and 4 inch OREGON PINE LUMBER.

S P A R S.

7 to 18 inches (in Slings) 40 to 80 ft. long.

19 to 24 " (at Partners) 80 to 96 ft. "

L MALLORY.

Hongkong Timber Yard, (Wanchai).

Hongkong, August 8, 1879.

FOR SALE.

VEUVE CLICQUOT PONSARDIN.

Dry CHAMPAGNE (England) in Cases of.....1 doz. Quarts.

.....2 " Pints.

Apply to SANDER & Co., Agents.

Hongkong, August 13, 1879.

FOR SALE.

THE Undersigned offers for SALE at moderate Prices, an Invoice of PRESERVED MEAT COMPANY.

Comprising: Boiled Beef and Mutton, Corned Beef and Soups and Bouilli in 6 lb.

Tim. Ox-tongues, Spiced, Corned and Seasoned Beef, Roast and Corned Mutton, Sheep-tongues, Real Turtle Soup, Assorted Soups, Sheep's-head, Compressed Meats, Brawn and Ox-tongues, &c., in 2-lb. Tim.

Also, (From Bordeaux), CHATEAU DE FRAUDS, a Superior Breakfast Claret at \$5 per Case.

A few Cases of LAFITTE.

G. R. LAMMERT.

Hongkong, July 17, 1879.

FOR SALE.

JULES MUMM & Co.'s CHAMPAGNE, in Quarts and Pints.

GIBB, LIVINGSTON & Co.

Hongkong, May 26, 1879.

NOTICE TO SHAREHOLDERS.

THE Ordinary Half-Yearly MEETING

of SHAREHOLDERS will be Held

in the OFFICES of the Company, CLUB

CHAMBERS, on WEDNESDAY, 3rd September, 1879, at 3 p.m., for the purpose of

Receiving the Report of the Directors,

together with a Statement of Accounts to

30th June, 1879.

The Transfer BOOKS of the Company

will be CLOSED from August 20th to

September 3rd, both days included.

By Order of the Board of Directors,

D. GILLIES,

Secretary.

Hongkong, August 16, 1879.

CHINA FIRE INSURANCE COMPANY, LIMITED.

ADJUSTMENT OF BONDS FOR THE YEAR

1878, AND TO THE 30TH JUNE, 1879.

SHAREHOLDERS in the above Com-

PANY are requested to Furnish the

Undersigned with a List of their Con-

tributions from the 1st January, 1878, to

the 30th June, 1879, in Order that the

Portion of the NET PROFITS to be Re-

served for CONTRIBUTORS may be ar-

ranged. Returns not rendered prior to the

31st October next will be adjusted by the

Intimations.

HONGKONG WHARF & GODOWNS.

GOODS RECEIVED on STORAGE at Moderate Rates, in FIRST-CLASS GODOWNS, under European supervision; and VESSELS Discharged alongside the Wharf, on favorable Terms, with quick despatch. Also entire GODOWNS to be let.

MEYER & Co.

Hongkong, August 1, 1879.

HONGKONG FIRE INSURANCE COMPANY, LIMITED.

ADJUSTMENT OF BONUS FOR THE YEAR 1878, AND THE FIRST 6 MONTHS OF 1879.

SHAREHOLDERS in the above COMPANY are requested to furnish the Undersigned with a List of their CONTRIBUTIONS for the YEAR ending December 31st 1878, and for the SIX MONTHS from January 1st to June 30th 1879; in Order that the DISTRIBUTION of the Portion of PROFITS Reserved for CONTRIBUTOR may be arranged. Returns not rendered prior to October 31st next, will be adjusted by the Company and no Claims or Alterations will be subsequently admitted.

JARDINE, MATHESON & Co.,

General Managers.

Hongkong, July 24, 1879.

To-day's Advertisements.

FOR NEW YORK.

The A 1 American Bark
"ADELAIDE NORRIS,"
WOODWARD, Master.
For Freight, apply to
VOGEL & Co.

Hongkong, August 20, 1879.

FOR SAN FRANCISCO.

The A 1 American Bark
"ANTI OB,"
A. WEEKS, Master.
For Freight, apply to
VOGEL & Co.

Hongkong, August 20, 1879.

CITY HALL, HONGKONG.

NOTICE.

THE Annual General MEETING of SHAREHOLDERS in and SUBSCRIBERS to the above Institution will be held in the LIBRARY, at 3 p.m., on SATURDAY, the 23rd instant.

H. L. DENNYS,
Secretary.

Hongkong, August 20, 1879.

PASSENGERS.

ARRIVED.

Per *Thales*, from Nagasaki, Mr and Mrs Figueredo, 6 children, 1 maid, and 3 native servants.

Per *Jules Dufaure*, from Saigon, Mr Richard Baufeld.

Per *Atalanta*, Mr and Mrs Lacasse, and Mr Constantine from Haiphong, Mr Hancock from Hoichow, 3 Chinese, and 255 Chinese on deck.

Per *Kwangtung*, from Coast Ports, Messrs Dunman, Kirkwood, and Rogge, Capt. Aikin, I.C.N., and 273 Chinese.

Per *Huai Yuen*, from Shanghai, 128 Chinese.

Per *Yottung*, from Swatow, 60 Chinese, and 1 Seaman (Wilkins).

Per *Yangtze*, from Bangkok, 64 Chinese.

DEPARTED.

Per *Douglas*, for Foochow, Mr Robert Lang.

SHIPPING REPORTS.

The Chinese steamer *Huai Yuen* reports: Light S.W. winds and fine clear weather throughout.

The British steamer *Thales* reports: Strong monsoon and cloudy up the 17th, from thence to port light winds and fine weather.

The British barque *Jules Dufaure* reports: Light airs buffing from S.W. to E. and fine weather the entire passage.

The German steamer *Atalanta* reports: Left Haiphong on the 17th inst., arrived Hoichow the 18th, left Hoichow the 19th, and arrived in Hongkong on the 20th inst.

Had light Southerly winds and fine weather throughout. In Hoichow: S. S. *Me-i*.

The British steamer *Yottung* reports: Fine weather throughout the passage.

The British steamer *Yangtze* reports: Left Bangkoh on the 13th inst., at 1 p.m., had light Southerly winds and fine weather throughout. Arrived in Hongkong on the 20th, at 5 p.m.

The British steamer *Kwangtung* reports: Left Foochow the 17th inst., and arrived in Amoy on the 18th. Had moderate S.W. winds and fine weather. Left Amoy the 18th inst. and arrived in Swatow on the 19th. Had light winds and foggy weather. Left Swatow the 19th inst. and from thence to port light winds and fine weather.

Passed S. S. *Yottung* bound S. of Breaker Point. In Foochow: A.C. M. S. N. C.'s steamer. In Amoy: S. S. *Namo*, *Hai-tung*, and *Chefoo*. In Swatow: S. S. *Swatow*, *Olaf*, *Hochung*, *Chintung*, and R. C. *Feihoo*.

POST OFFICE NOTICES.

MAILS will close:

For SHANGHAI.—Per *Yungching*, at 11.30 a.m. To-morrow, the 21st inst.

Per *Patterdale*, at 4.30 p.m., on Thursday, the 23rd inst.

For SAIGON.—Per *Paladin*, at 4.30 p.m., on Friday, the 22d inst.

For BANGKOK.—Per *Dale*, at 5 p.m., on Saturday, the 23rd inst.

For SWATOW, AMOY, & FOOCHOW.—Per *Kwangtung*, at 8 a.m., on Sunday, the 24th inst.

For BRISBANE, SYDNEY, MELBOURNE, &c.

Per *Brisbane*, at 1.30 p.m., on Monday, the 25th inst. (12 cent. rates).

For PORT DARWIN, COOKTOWN, SYDNEY, MELBOURNE, &c.

Per *Olaf*, at 11.30 a.m., on Saturday, the 30th inst., instead of as previously notified.

MAILS BY THE UNITED STATES PACKET.

The United States Mail Packet *City of Tokio*, will be despatched on SATURDAY, the 23rd instant, with Mails for Japan, San Francisco, the United States, Canada, Honolulu, Peru, &c.

Cargo and Specie will be registered for London as well as for Marseilles, and accepted in transit through Marseilles for the principal places of Europe.

Shipping Orders will be granted until Noon.

Cargo will be received on board until 4 p.m., Specie and Parcels until 3 p.m. on the 1st September, 1879. (Parcels are not to be sent on board; they must be left at the Agency's Office.)

Contents and value of Packages are required.

For further particulars, apply at the Company's Office.

G. DE CHAMPEAUX,
Agent.

Hongkong, August 20, 1879.

NOTICE.

COMPAGNIE DES MESSAGERIES MARITIMES.

PAQUEBOTS POSTE FRANCAIS.

STEAM FOR SAIGON, SINGAPORE, BATAVIA, POINT DE GALLE, ADEN, SUZU, ISMAILIA, PORT SAID, NAPLES, AND MARSEILLES;

BOMBAY, MAHE, ST. DENIS, AND PORT LOUIS.

ON TUESDAY, the 2nd September, 1879, at No. 12, the Company's S. S. *PEIHO*, Commandant PASQUALINI, with MAIRS, PASSENGERS, SPECIE, and CARGO, will leave this Port for the above places.

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G. DE CHAMPEAUX,
Agent.

Hongkong, August 18, 1879.

COMPAGNIE DES MESSAGERIES MARITIMES.

NOTICE TO CONSIGNEES.

CONSIGNEES of the following Cargo are requested to send in their Bills of Lading to the Undersigned for counter-signature, and to take immediate delivery of their Goods.

This Cargo has been landed and stored at their risk and expense.

Consignees wishing to receive their Goods on the Wharf are at liberty to do so.

Optional Cargo will be forwarded unless notice to the contrary be given before 4 p.m. To-day.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining after the 28th instant will be subject to rent.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by MELLCHERS & CO., Agents.

Hongkong, August 19, 1879.

au22

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CONSIGNEES of the following Cargo are requested to send in their Bills of Lading to the Undersigned for counter-signature, and to take immediate delivery of their Goods.

This Cargo has been landed and stored at their risk and expense.

No Fire Insurance has been effected.

Ex *Yangtsé*.

AME (in diamond) Nos. 16/17, Or, 2 cases

T J Flannel, from L'don.

Ex *Adydr*.

Mr Charles Bonnet, 1 case Shirts, &c., from Marseilles.

Ex *Pefho*.

Mr Anderson, 1 Trunk, from London.

Meers Wysing & Co., 1 case Samples, from London.

1 parcel Samples, from M (in diamond) Shanghai.

G. DE CHAMPEAUX, Agent.

Hongkong, August 13, 1879.

au22

NOT Responsible for Debts.

Neither the Captain, the Agents, nor

Owners will be Responsible for any

Debt contracted by the Officers or Crew

of the following Vessels, during their stay

in Hongkong Harbour:

AGEN MULE, British ship, Capt. James

Lowe—Meyer & Co.

HAZEL HOLME, British barque, Capt. J. Wm. Millican.—Vogel & Co.

Hongkong, August 20, 1879.

au24

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Hongkong, August 20, 1879.

au24

"a wiggling" from a high source, for having been bold enough to give a "decision based upon a deduction from the evidence before him. Will any unofficial member venture to ask a question upon this point? It would be satisfactory that an explanation should be given, else the shipping community may come to the conclusion that favouritism is the order of the day in these Settlements.

A STRANGE case appears in the Shanghai Police Court reports of the 11th; one of which brings into view a peculiarly Chinese trick:

Two men were accused of extorting money from a countryman. It was stated that these men had come up to the prosecutor and said they were aware that he was a seller and buyer of women, and that if he did not stand trial at an opium shop they would denounce him to the authorities and have him severely punished. He was too frightened to resist. The defendants and their friends consumed opium and other things to the value of \$3 at complainant's expense. Not being sufficiently rich to pay this sum, he had to pawn an ivory-mounted fan and a pair of silk leggings.

We had a paragraph the other day concerning the Pacific Mail Steamship Company, and prophesying its absorption by another Company, the C. P. Railroad Co. We now read, in the *Portland, O., Commercial Reporter* of June 12th as follows:—

A steamship company has been organized at San Francisco with a capital of \$6,000,000 to run in opposition on this coast to the Pacific Coast Steamship Company and also to the Oregon Steamship Company. Of the truthfulness of the report we are in the dark, but from information heretofore obtained we are inclined in the opinion that "there is something in it," and if so it is in the interest of the Central Pacific Railroad Company. This company already controls one line to China and has lately been negotiating for the Pacific Mail Steamship Company's line to Honolulu and Australia with a strong probability of securing it; having these two lines it also seeks the coast lines by which to better control the steamship service on the Pacific.

SUPREME COURT.
IN CRIMINAL SESSIONS.
(Before the Hon. the Acting Justice of the Peace, J. J. Francis, Esq.)

Wednesday, August 20th.

HOUSE-BREAKING AND RESISTING APPREHENSION.

Chen Auk and Tse Atoi, were charged with burglary and assault. They pleaded not guilty. The following gentlemen were sworn in as jurors:—R. H. Radeker, E. R. Alford, E. C. Ray, A. A. C. Botelho, G. A. Stanford, F. W. Hermann, and F. T. P. Foster.

The Acting Attorney-General (Hon. J. Russell,) in opening the case, said the prisoners were charged with entering a dwelling house in the night-time with felonious intent, and breaking out in the night. This was a burglary that they were charged with, but it was not, as usual, a burglary by breaking into a house, but a breaking out by persons who were in the house with felonious intent. This, as his Lordship would instruct them, was burglary, equally with breaking into the house.

Chen A. Un, an old woman, residing in Sait-yi-poon, about 3.30 on the morning of the 1st August, heard a noise in the room above that in which she slept; a noise as of persons crossing the floor; she then heard the trap door at the top of the stairs open, and the footsteps of people coming down. She gave an alarm and Sergeant Hennessy, who was near at the time, stood opposite the door for a minute, and heard the bolt of the door withdrawn, and saw some person look out. He pushed the door and it was immediately slapped in his face. He was able however to push the door open, and the first prisoner smote at him with a dagger; the Sergeant then struck him down with his staff and secured him. The second prisoner then attempted to pass, but Hennessy got hold of him also, catching him by the queue. An Indian constable then came up and they were taken into custody. The only breaking out was the opening of the veranda, which was contiguous with that of the adjoining house. There was nothing stolen from the house, and the Police Sergeant was not wounded or hurt. If the facts as he had stated them were proved, his Lordship would instruct them that the men were guilty of burglary and assault.

The old woman referred to, a coolie of the house, another woman who lived in the house, the Police Sergeant and the Indian constable proved the case.

The first prisoner, being called on for any statement he had to make, said he went to sleep under the veranda and finding the door open went inside the house intending to leave in the morning. The constable came and threw a light on his face and struck him on the head with his staff. He knew nothing more, as he was then taken away.

The second prisoner had nothing to say, except that he was in company with the first prisoner.

P. S. Hennessy recalled, and asked by His Lordship why the knife did not strike him, said he saw the flash of the blade and starting back escaped the blow.

The Court having explained the law as to what constituted burglary and what assault with the purpose of resisting lawful apprehension, the Jury, without retiring, found the prisoners guilty on both counts.

Sentence was reserved.

THE FEEBLE IN THE "VICTOR EMANUEL" CASE.

Chong Amui, an old woman, was charged with perjury. It will be remembered that at the last sessions a man who was employed on board H. M. S. *Victor Emanuel*, was convicted of failing to provide the necessities of life for his child, whereby the child died. The case was one in which singular brutality was shown on the part of the prisoner; and it created much attention.

The conduct of the woman for whom he had forsaken his wife and children was so universally condemned by the body of the boat-keeping class, (to whom all parties belonged) that the young woman was mobbed and was only saved from being

subjected to a modified form of Lynch law by being protected and kept inside four walls by the police. The defense set up by the inhuman father for his crime was that his wife had been unfaithful to him and that the child was not his, two assertions which the Chief Justice said there was not an iota of evidence to prove. His denial of the paternity of the child was met by evidence led by the prosecution to prove that he and his mother (now the prisoner) were present at the baptismal ceremonies, he acknowledging thereby the child. Their presence was proved by three or four witnesses. The mother of prisoner, distinctly aware, and stuck to her statement after being warned by the Chief Justice, that she was not present at these ceremonies. The Chief Justice at the close of the trial, instructed the Attorney General to prosecute the woman for perjury.

The Interpreter, Mr. Rozario, and those who were witnesses in the original case, were now called to prove the charge against the prisoner; but failed to do this to the satisfaction of the jury. In the first place the interpreter could not remember the exact words the woman used nor the precise terms in which she was interrogated. He could only swear that she gave a general denial of having been present at the ceremony of naming the child. In the same way the other witness could not swear positively that she was present at the actual ceremonies of naming, although they seemed to agree that she was about the house when the "joss pidgin" was going on.

The prisoner said, on being called upon by the Court: Can you explain why these depositions are in two handwritings, your own and another?

Mr. Plunket: I myself have not a very clear recollection of the case or the circumstances; but my clerk tells me that the first deposition there was taken by him when I had gone to *tsin*. When I came back I read it over to the party, who signed it as correct. I also asked him whether he had any questions to put to the witness; he said he had not. That is noted here in my handwriting.

His Lordship: Don't you think that will damage your case, Mr. Attorney? It damages with the father's evidence.

The Attorney-General said he took it the onus was thrown on the man who was found in possession of the boy to prove that he was lawfully in possession. He would have to show what right he had to take away the child from the elder brother who was its custodian at the time. If the prisoner could give no proof that he had a right to the child, he would contend that the whole surrounding circumstances of the case, the giving of the *hieches* to tempt him away, with another fact that he could prove by Inspector Rivers that the father of the child went to the police office and reported the fact, there were sufficient proof that the child had been enticed away and by the prisoner. It was for the prisoner to show that he had some authority of the father to take this child away; that was the only thing that would clear him from the charge. It was very unfortunate that the depositions had not been properly taken in presence of the Magistrate. Of this he had known nothing until his Lordship called his attention to it. Had he seen the original deposition, he would certainly have directed his attention to these points.

His Lordship, with regard to Mr. Russell's remark as to the elder child being the custodian of the other, remarked that they were both of so tender age that they could not be otherwise than in the custody of their parents. That was equally true although the parents were absent for a time.

The Attorney-General said if his Lordship was of opinion that the depositions could not be put in, and that there could be no conviction, he would withdraw the case.

The evidence of the father, of course, which was not taken before the Magistrate, was, he knew, a most important feature in the case.

His Lordship said he would certainly advise the Jury not to convict, in the absence of the father, the elder boy, and the child itself; there was the question of identity to be met.

The Attorney-General: The policeman will meet that.

The Court desired to know from Mr. Plunket whether the boy whose evidence was recorded, and in the Magistrate's handwriting, had been declared. All the other witnesses were "so-and-so, declared, says," and "Inspector Rivers, sworn, says;" but in the case of the boy, it was, "so-and-so, a boy about eleven years of age is put in the witness box and states." It did not state that he was formally declared.

Mr. Plunket says whether that was done?

Mr. Plunket: I forgot the particular circumstances of this case; but I always swear or declare the witness. Sometimes they look so very young that I simply ask them whether they know it is wrong to tell a lie.

The Court held that there being no entry here of the boy having been declared, he took it for granted, all the others being noted as declared or sworn, that he had not been declared, and therefore the evidence was not admissible.

The evidence of Inspector Rivers, then given, was to the effect that a report was made to him that a child named E. Kwai was lost; the man who made the report to him said he was the father of the child.

A Chinese detective deposed to finding the child in the possession of the prisoner. The mother of the child ran to it and called it by its name. The child clung to her and embraced her. The prisoner asked him to go away, the child itself, had now left the Colony. The depositions, however, would be put in, and they would be entitled to give due weight to that evidence.

The Court called the attention of the Police Court to the fact that the evidence of the witnesses which purported to be taken in the Police Court was in two different handwritings. The evidence of the father was not in the handwriting of the Magistrate.

Mr. Russell could not explain it; he had not seen the original depositions; he had only the copies before him. The original depositions being handed down to Mr. Russell he saw the difficulty his Lordship pointed out; but remarked that there was nothing to prevent the Magistrate dictating the evidence to his clerk, or the Clerk of the Court taking it in his presence. He submitted that they were bound to take it that everything was done in proper legal form unless the contrary were proved. He drew the attention of the Court to the fact that the Magistrate signed the depositions at the end and certified that "the above depositions have been severally taken before me."

His Lordship, in addressing the Jury said the prisoner was charged with having unlawfully, by fraud, enticed away a child under the age of fourteen years, from the father, the person having the lawful custody of that child. To establish the charge it would have to be proved that there was a child in the lawful custody of its parent and that the prisoner unlawfully enticed away that child by some means or other, and without any authority or consent of the parent deprived him of the possession and custody of it, and having done so detained it against the will of the father. Now, there has no doubt—he presumed they believed the evidence of Sit. Chong, and the keeper of the public latrine; it had not been attempted to shake it by any cross examination, and he saw no reason why he should suggest a doubt of its relia-

bility—that on the evening of the 14th, on the 15th, and on the morning of the 16th, the prisoner had a child which was some extent identified. They had also the report at the Police Station that a child was "lost." That was the word used. But even if the Inspector had told them that a report was made to him that a child was stolen or lost that would have been no evidence that any child was stolen or lost. It was only evidence of some man making that report. In the absence of the father of the child and the elder brother in whose immediate charge the child had been left, and in the unfortunate impossibility of reading the evidence taken in the Police Court, there was no evidence before the Court on which it seemed to him the Jury could legally and fairly come to any conclusion as to how he got at the possession of the child. The child might have strayed and have come into his possession in that way. He might not have known who were its parents or guardians. It did not lie with him to show how he came into possession of the child until a *prima facie* case was made out against him that he came by it illegally. If he had found the child in the street he would have been justified in keeping it until he could find out who it rightly and legally belonged to. There was some evidence of an unlawful intent in his mind, but that was not inconsistent with the possibility of his having found the child. To support the charge of enticing the child away it must be proved that by force or fraud or some other way he carried it away with intent to deprive the father of it. It therefore seemed to his Lordship that in point of law there was no proof of the facts necessary to prove enticing away against the prisoner. The child might have been enticed away by some one else and found by the prisoner. However dangerous child-stealing might be to the community, however desirable it might be that the crime of child-stealing should be punished and that all care and attention should be given to the discovery of those who were engaged in such acts, however great a misfortune it might be that any one who was believed to have been guilty of any such act should go unpunished, still it was far more important in the interests of the general administration of justice and the protection of all in the Colony, whether Foreign or Chinese, that the Law should never be strained to secure a conviction, but that every conviction recorded should be arrived at and made in strict accordance with the law. The prisoner had asked a question which was very pertinent, and to which no little importance might be attached.—Why was it that the father of the child was not present here to-day to prosecute him to sustain this charge? He strongly recommended the Jury to find the prisoner not guilty.

The Attorney-General reminded his Lordship that the Jury had not been instructed on the question of what constituted forcible detention in the case of a child so young as this. It is Lordship then explained that in the case of a child any detention was detention by force. A word was force in point of law to a child who had no will of its own. But he did not think that the charge of detention in this case could be proved, or that he knew who the parents of the child were and where they were. So long as there was a reasonable possibility of the child having left home itself, strayed and been found by him, there was a reasonable possibility of the prisoner's innocence of both charges. The detention to come under the law must do with a knowledge of who those were rightly entitled to the custody of the child. The Jury after a five minutes' discussion amongst themselves asked through their foreman, whether the fact that the child was offered for sale did not imply such unlawful detention as was charged against him.

The Lordship said the evidence that had been given on that point they were entitled to give due weight to in considering his guilt or otherwise on the second count. When he said that there was legally no evidence before them to justify a conviction he was speaking solely and exclusively of the first count. There was some, although it seemed to him very little—evidence which went to prove detention. That was, provided they believed the evidence. The man's own statement that he wanted to sell the child was evidence of detention.

The Jury, by 6 to 1, brought in a verdict of "not guilty on the first count; guilty on the second count."

Prisoner was sentenced to penal servitude for three years; to be subjected to solitary confinement for three months each year, in occasional periods of not more than one month each.

The Court rose early as the next case, Cheng Auk, larceny and assault—was likely to prove so long as to carry the Court inconveniently far into the evening. It will be taken on Friday after the other case fixed for that day.

ENTICING AWAY A CHILD.

Chu Asat was charged with fraud enticing away a child under fourteen years of age, and with unlawfully retaining said child by force, both with intent to deprive the father Wong Yun Fook, of the custody of such child. The date of offense was 14th July.

Mr. Russell, in opening the case, said he would be able to lay before the jury some evidence as to the fraud that had been used to entice away the child, and so far as the force was concerned which had been exercised to detain the child, his Lordship would instruct them, that in the case of a child of so tender years as this boy was, a mere moral force or very little restraint would amount to force in face of the Law.

The parents of this boy E. Kwai left him with an elder brother when they went about their usual business early in the day. The younger child who was abducted was 6 years of age; the other was 10 or 11 years old.

During the morning the two children were playing about on the hill-side when the parents returned and were informed of this, they instituted a search for the child, and ultimately he was traced to and found in the possession of the prisoner. It would be proved that the man, and the boy with him, went to the house of a man named Sit Acheong later in the day and he stayed there all night with the boy. He told that man that the boy was his nephew and that he wanted to sell him; he wanted some \$40 or \$50 for the boy. He made a similar announcement that he wanted to sell the boy, and repeated the story that the boy was his nephew, in a public place at Shek Tong Sui. Sit Acheong suspecting that something was wrong put a constable on the track, and the man was arrested. It was somewhat unfortunate—although it would not interfere with the trial, as there was in the Colony an ordinance in force under which it was allowable to take depositions taken in presence of the prisoner, if the Judge was satisfied that every proper formality had been observed—that the father and mother of the child, the little boy who was in charge of the child when it was enticed away, the child itself, had now left the Colony. The depositions, however, would be put in, and they would be entitled to give due weight to that evidence.

The Court called the attention of the Police Court to the fact that the evidence of the witnesses which purported to be taken in the Police Court was in two different handwritings. The evidence of the father was not in the handwriting of the Magistrate.

Mr. Russell could not explain it; he had not seen the original depositions; he had only the copies before him. The original depositions being handed down to Mr. Russell he saw the difficulty his Lordship pointed out; but remarked that there was nothing to prevent the Magistrate dictating the evidence to his clerk, or the Clerk of the Court taking it in his presence. He submitted that they were bound to take it that everything was done in proper legal form unless the contrary were proved. He drew the attention of the Court to the fact that the Magistrate signed the depositions at the end and certified that "the above depositions have been severally taken before me."

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NOTES.	
U. S. MAIL LINE.	
PACIFIC MAIL STEAMSHIP COMPANY.	

THROUGH to NEW YORK, VIA OVERLAND RAILWAYS, AND TOUGHING AT YOKOHAMA, AND SAN FRANCISCO.

THE U. S. Mail Steamship *CITY OF TOKIO*, will be despatched for San Francisco, via Yokohama, on SATURDAY, the 23rd Instant, at 3 p.m., taking Passengers, and Freight, for Japan, the United States, and Europe.

Through Bills of Lading issued for transportation to Yokohama and other Japan Ports, to San Francisco, to Atlantic and Inland Cities of the United States via Overland Railways, to Havana, Trinidad, and Demerara, and to ports in Mexico, Central and South America by the Company's and connecting Steamers.

Through Passage Tickets granted to England, France, and Germany by all trans-Atlantic lines of Steamers.

On Through PASSAGES to EUROPE, a REDUCTION OF TWENTY PER CENT from Regular Rates is granted to OFFICERS of the ARMY and NAVY, and MEMBERS of the CIVIL and CONSULAR SERVICES IN COMMISION.

Freight will be received on board until 4 p.m., the 22nd instant. Parcel Packages will be received at the office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

Consular Invoices to accompany Overland Cargo should be sent to the Company's Offices in Sealed Envelopes, addressed to the Collector of Customs at San Francisco.

For further information as to Passage and Freight, apply to the Agency of the Company, No. 9, Praya Central.

RUSSELL & Co., Agents.

Hongkong, August 16, 1870. au23



STEAM FOR SINGAPORE, PENANG, POINT DE GALLE, ADEN, SUEZ, MALTA, BRINDISI, ANCONA, VENICE, MEDI- TERRANEAN PORTS, SOUTH- AMPTON, AND LONDON; ALSO, BOMBAY, MADRAS, AND CALCUTTA.

THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY'S Steam-ship *BOKHARA*, Captain ANDERSON, will leave this on TUESDAY, the 26th August, at Noon.

For further Particulars, apply to A. McIVER, Superintendent.

Hongkong, August 14, 1870. au26

Occidental & Oriental Steam Ship Company.

TAKING THROUGH CARGO AND PASSENGERS FOR THE UNITED STATES AND EUROPE, IN CONNECTION WITH THE CENTRAL

6th UNION PACIFIC AND CONNECTING RAILROAD COMPANIES AND ATLANTIC STEAMERS.

THE S. S. *BELGIU* will be despatched for San Francisco via Yokohama, on MONDAY, September 1st, 1870, at 3 p.m., taking Cargo and Passengers to Japan, the United States, Mexico, Central and South America, and Europe.

Connection is made at Yokohama, with Steamers from Shanghai.

Freight will be received on Board until 4 p.m. of the 31st August. PARCEL PACKAGES will be received at the Office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

A REDUCTION is made on RETURN PAS- SAGE TICKETS.

Consular Invoices to accompany Overland, Mexican, Central and South American Cargo, should be sent to the Company's Offices addressed to the Collector of Customs, San Francisco.

For further information as to Freight or Passage, apply to the Agency of the Company, No. 37, Queen's Road Central.

H. M. BLANCHARD, Acting Agent.

Hongkong, August 14, 1870. au21

Intimations.

NEWS FOR HOME.

The *Overland China Mail*.
(The oldest Overland Paper in China.)

PUBLISHED AT THE "CHINA MAIL" OFFICE

IN TIME FOR THE ENGLISH MAIL.

Containing from 72 to 84 columns of closely printed matter.

THIS Mail Summary is compiled from the Daily *China Mail*, is published twice a month on the morning of the English Mail's departure, and is a record of each fortnight's current history of events in China and Japan, contributed in original reports and collated from the journals published at the various ports in those Countries.

It contains Shipping news from Shanghai, Hongkong, Canton, &c., and a complete Commercial Summary.

Subscription, 50 cents per Copy (postage paid 56 cents), \$12 per annum (postage paid \$13.50).

Orders should be sent to Geo. MURRAY BAIN, *China Mail* Office, 2, Wyndham Street, not later than the evening before the departure of the English Mail Steamer.

Terms of Advertising, same as in Daily *China Mail*.

Intimations.

YANGTSE INSURANCE ASSOCIATION.

NOTICE.

IN accordance with the Articles of Agreement, the Directors have declared a DIVIDEND to POLICYHOLDERS for the FIFTEEN MONTHS ending 31st December 1870, of THIRTY-THREE PER CENT. ON THE NET PREMIA CONTRIBUTED, available at our OFFICE on and after the 15th instant.

POLICYHOLDERS are requested to send in particulars of their Contributions.

By Order of the Directors,
RUSSELL & Co., Agents.

Hongkong, May 5, 1870.

NOTICE.

HONGKONG COMMERCIAL EX- CHANGE.

THE EXCHANGE ROOMS in MARINE HOUSE, Queen's Road Central, are Open Daily for the use of MEMBERS from 9 a.m. to 6 p.m.

Special Days—TUESDAYS and FRIDAYS, from 12 to 12.30 and 4 to 4.30 p.m.

Applications for admission as Members to be addressed to

E. GEORGE, Secretary.

Hongkong, June 18, 1870.

THE Undersigned have been appointed SOLE AGENTS for Hongkong and China for the Sale of their LEAD by the MECHENING MINING SOCIETY.

MEYER & Co.

Hongkong, June 27, 1870. sc27

SAILORS' HOME.

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Hongkong, July 25, 1870.

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Hongkong, April 29, 1870.

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INSURANCES granted on MARINE RISKS to all parts of the World.

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J. BRADLEE SMITH,

Secretary.

Hongkong, December 9, 1870.

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Hongkong, January 1, 1874.

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